

JDW



February 17, 2009

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Fenwal, Inc. - Patent Application No. 10/501,571
Fenwal Reference No. F-5813

To Whom It May Concern,

Enclosed please find the following original, executed documents regarding the above-referenced matter:

1. Change of Correspondence Address;
2. Statement Under 37 CFR 3.73(b); and
3. Documentary evidence of the chain of title – Patent Assignment among Baxter International Inc., Baxter Healthcare S.A. and Fenwal, Inc. dated March 1, 2007.

If you have any questions, please do not hesitate to contact me at (847) 550-2762. Thank you.

Sincerely,

Meghan L. Lane

Meghan L. Lane
Paralegal

Enclosures

**CHANGE OF
CORRESPONDENCE ADDRESS
Patent**

Address to:
Mail Stop Post Issue
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Patent Number	
Issue Date	
Application Number	10/501,571
Filing Date	4-27-2005
First Named Inventor	Jean-Marie Mathias
Attorney Docket Number	F-5813

Please change the Correspondence Address for the above-identified patent to:

☐ The address associated with Customer Number:

OR

☒ Firm or Individual Name Fenwal, Inc.

Address

Three Corporate Drive

City

Lake Zurich

State

IL.

ZIP

60047

Country

USA

Telephone

847-550-2760

Email

lpdocket@fenwalinc.com

This form cannot be used to change the data associated with a Customer Number. To change the data associated with an existing Customer Number use "Request for Customer Number Data Change" (PTO/SB/124).

This form will not affect any "fee address" provided for the above-identified patent. To change a "fee address" use the "Fee Address Indication Form" (PTO/SB/47).

I am the:

☐ Patentee.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

☐ Attorney or agent of record. Registration Number _____

Signature

Christopher S. Visick

Typed or
Printed Name

Christopher S. Visick

Date

2-17-2009

Telephone

847-550-2760

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Post Issue, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Fenwal, Inc.Application No./Patent No.: 10/501,571 Filed/Issue Date: 4-27-2005

Titled:

Fenwal, Inc., a Delaware corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Christopher S. Visick

Printed or Typed Name

Date

2-17-2009
Chief Legal Officer

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of March 1, 2007 ("Effective Date"), by and between BAXTER INTERNATIONAL INC., a corporation organized and existing under the laws of the State of Delaware ("BII"); and BAXTER HEALTHCARE S.A., a corporation organized and existing under the laws of Switzerland ("BHSA") (BII and BHSA being collectively referred to as "Assignors"); and FENWAL, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, BII and Assignee's parent, Fenwal Holdings, Inc., f/k/a Blackhawk Acquisition Company ("Buyer"), among other parties, have entered into that Asset Purchase Agreement, dated as of October 2, 2006, as amended by that First Amendment to Asset Purchase Agreement dated February 28, 2007 (the "Purchase Agreement"), pursuant to which BII agreed, *inter alia*, to assign or cause to be assigned to Buyer or its affiliates certain assets relating to the intellectual property of BII's transfusion therapies business, including those U.S. and foreign patents and patent applications (including provisional applications) listed on Schedule A, including any continuations, continuations-in-part, re-examinations, extensions, divisions, renewals, reissues, patent term extensions, supplementary protection certificates and later filed foreign counterparts thereto, and all rights owned by Assignors in or with respect to any of the foregoing (collectively referred to herein as the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Buyer has designated Assignee as the relevant affiliate for purposes of this Assignment; and

WHEREAS, BHSA is a joint owner with BII of certain Patents; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignors wish to assign to Assignee all of Assignors' rights, title and interests in and to the Patents and the inventions covered thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, transfer, assign, convey and deliver to Assignee: (i) their rights, title and interests in and to the Patents, including any ownership interests Assignors may have or claim to have in the Patents (whether now existing or hereafter created or acquired), for the United States and for all foreign countries, including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with (ii) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other violation or unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignors authorize and request the Commissioner of Patents (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Patents (including without limitation any reissues, divisions, continuations, continuations-in-part, and extensions thereof), and to issue any and all Patents to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives;

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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IN TESTIMONY WHEREOF, the Assignors and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 1st day of March, 2007.

BAXTER INTERNATIONAL INC.
(Assignor)

By: 

Name: David E. Chang

Title: Gen. VP & Counsel

FENWAL, INC.
(Assignee)

By: 

Name: Christopher S. Visick

Title: Chief Legal Officer

BAXTER HEALTHCARE S.A.
(Assignor)

By: 

Name: JOSEPH. P. REAGEN

Title: ADDITIONAL AUTHORIZED OFFICER

Remainder of Signature Page Left Blank Intentionally

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On this 22ND day of MARCH, 2007, there appeared before me
DAVID SCHARF, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
CORP. V. P. AND CORP. SECRETARY.

Marie Bohnen
Notary Public
"OFFICIAL SEAL"
MARIE BOHNEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/11/2009

STATE OF ILLINOIS)
COUNTY OF McHenry) ss.

On this 22 day of march, 2007, there appeared before me
Joseph Reagen, personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Additional Authorized Officer.

Marcia L. Harding
Notary Public
OFFICIAL SEAL
MARCIA L. HARDING
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/19/08

STATE OF IL)
COUNTY OF Lake) ss.

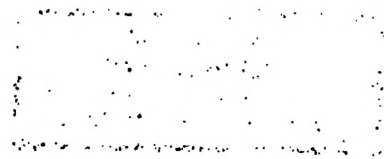
On this 3rd day of April, 2007, there appeared before me
Christopher S. V. V. V., personally known to me, who acknowledged that he signed the
foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of
Chief Legal Officer.

Jolanta A. Kisielewski 4.3.07
Notary Public

OFFICIAL SEAL
JOLANTA A. KISIELEWSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/19/08
Jolanta A. Kisielewski

SCHEDULE A

PATENTS



InvTitle	Country	AppNumber	PatNumber
METHOD AND APPARATUS FOR BLOOD SAMPLING	CN		
METHOD AND APPARATUS FOR BLOOD SAMPLING	EP	05802165.0	
METHOD AND APPARATUS FOR BLOOD SAMPLING	JP		
METHOD AND APPARATUS FOR BLOOD SAMPLING	MX		
FLOW CONTROL DEVICE	CA	2459992	
FLOW CONTROL DEVICE	EP	02799583.6	
FLOW CONTROL DEVICE	US	9/964959	6742760
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	EP	03703927.8	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	US	60/353930	
IRREVERSIBLY CLOSABLE FLOW CONTROL CLAMP	US	10/501571	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	AU	2003220295	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	BR	PI0308408-6	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	CA	2478886	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	CN	03805972.X	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	EP	03716593.3	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	IN	2552DELNP2004	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	MX	a/2004/008956	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	US	60/364314	
HOLDER ASSEMBLY FOR BLOOD COLLECTION TUBE	US	10/279251	
BLOOD DONOR NEEDLE ASSEMBLY AND COVER	US	10/974651	
BLOOD DONOR NEEDLE ASSEMBLY AND COVER	WO	US05/038426	
FLUID FLOW DIVERSION VALVE AND BLOOD COLLECTION SYSTEM EMPLOYING SAME	US	60/740312	